**MUSICAL SERVICE AGREEMENT**

1. **Parties to this Agreement**:
2. **Producer:** A.C'S MUSIC PRODUCTIONS L.L.C., a Massachusetts limited liability company.
3. **Artist:** Group Name, if applicable:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Artist Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Services to be Provided by Producer**. Producer will provide to Artist the studio time and musical production services (the "Services") and those recordings, beats, or other deliverables to be produced or otherwise delivered to Artist (the “Deliverables”) and listed one or more studio bookings (each, a "Booking"). Bookings may be reserved through the website or by submitting the reservation on Schedule A.
2. **Location**. The Services will be performed at the Producer’s studio located at 27 Sidney Street, Marlborough, MA 01752 (the “Studio”).
3. **Studio Conduct and Artist Obligations**.
   1. The Studio is a professional environment which contains valuable musical production equipment and other property of the Producer. Artist will strictly abide by Producer’s rules for conduct in the Studio, which are subject to change upon notice.
   2. For each scheduled time slot in the Studio, Artist will provide a list of the names and contact information of all individuals who will be present in the Studio as part of the Artist’s performing group.
   3. Guests who are not part of Artist’s performing group may be permitted to be present at the Studio on a case-by-case basis, at the Producer’s sole discretion.
   4. Artist will be responsible and liable for any damages to the Studio or Producer’s musical production equipment or other property which are caused by Artist or any of their performers or guests.
   5. Producer reserves the right to eject any individual from the Studio for any unsafe, illegal, or disruptive conduct.
   6. All information supplied by Artist to Producer in connection with this Agreement (including without limitation information related to the Booking, the Services, and the Deliverables) must be provided in writing. Artist is solely responsible for any errors or omissions in the information provided by Artist, and any additional time spent by the Producer to correct errors will be charged at the hourly rate of $25.00 and Artist will be responsible for any fees in connection with corrections.
4. **Rates, Fees, and Expenses**.
   1. The current schedule of Producer’s rates are listed in Schedule B (“Rates”), which are subject to change from time to time without notice.
   2. In consideration of the reserving the Studio at the times indicated in the Booking, the provision of the Services by the Producer, and the rights granted to the Artist under this Agreement, the Artist shall pay the fees for time set out in the applicable Booking (“Fees”). ***Bookings are not accepted by Producer or effective unless and until all Fees have been paid in full*.**
   3. All payments to Producer are accepted through Producer’s website, secured virtual gateway on acsmusicproductions.com or with some exceptions in cash at the sole discretion of the Producer’s manager,
   4. No Artist expenses, equipment, or musical performing equipment in connection with the Services will be included unless listed in the Booking.
   5. **ALL FEES ARE NON-REFUNDABLE**. However:
5. if Artist cancels a Booking with 2 or more weeks’ notice from the date of the Booking, the total amount of the Fees previously paid by Artist may be applied to rescheduled or future Bookings;
6. if Artist cancels a Booking with 7 or more days’ notice from the date of the Booking, but less than 2 weeks, 50% of the Fees will be retained by Producer, and 50% of the Fees may be applied to rescheduled or future Bookings; and
7. if Artist cancels a Booking with fewer than 7 days’ notice from the date of the Booking, 100% of the Fees will be retained by Producer.
8. However, in the event of a cancellation with less than 2 weeks’ notice, Producer will use reasonable efforts to try to fill the time slot in the Studio, and if Producer is able to fully rebook the opening, then the total amount of the Fees previously paid by Artist may be applied to rescheduled or future Bookings.
9. **Term and Termination**. This Agreement is effective as of the Effective Date and will continue in full force and effect for a period of one (1) year, automatically renewing for successive one (1) year periods unless cancelled by either party by providing written notice to the other party. Notwithstanding the foregoing, if there are upcoming scheduled Bookings at the time of termination, termination will be effective after the Services have been completed and the Deliverables delivered by the Producer, as applicable. Any terms and conditions which, by their nature or construction are intended to survive any termination of this Agreement, will survive, including those for confidentiality, indemnification, intellectual property rights, and governing law.
10. **Intellectual Property**. Except as otherwise set forth in this Agreement, any intellectual property specifically developed or co-developed during the Services by the Producer for the Artist and embodied in the Deliverables that are delivered to the Artist under this Agreement, including all copyrights, will be owned by the Artist. The parties mutually represent and warrant to each other that they shall abide by all applicable law with respect to the intellectual property and intellectual property rights of third parties (“Third-Party IP”), and will obtain the requisite ownership or licensing as necessary in connection with the Services and Deliverables. Artist and Producer will provide documentation of ownership or licensing of any Third-Party IP used or incorporated in the Services or Deliverables to the other party upon request. Artist shall credit Producer in all materials in connection with this Agreement.
11. **A.C’s Beats**. All beats developed by the Producer (“Beats”) are offered for download exclusively through the third-party platform BeatStars, and will be additionally subject to BeatStars’ then-current licensing terms and conditions which are available through that platform. To facilitate delivery of Beats and avoid errors, all information supplied by Artist to Producer in connection with the BeatStars platform must be in writing. Artist is solely responsible for any errors or omissions in the information provided by Artist, and any and any additional time spent by the Producer to correct errors will be charged at the hourly rate of $25.00 and Artist will be responsible for any fees in connection with corrections.
12. **Confidentiality**. During the Term, either party (as the “Disclosing Party”) may disclose to the other party (as the “Receiving Party”) confidential information of Disclosing Party (“Confidential Information”), including but not limited to songs, musical sequences, production techniques, lyrics, business information, or any other information that a reasonable person would deem confidential. The Receiving Party will: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information; (ii) not use the Disclosing Party's Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's personnel or contractors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.
13. **Indemnification**. Artist, on behalf of themselves and their guests, will jointly and severally indemnify, defend, and hold harmless Producer, and its managers, members, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by an Indemnified Party arising out of or relating to any claim of Artist or any third party in connection with Artist or its performers, guests, or invitee’s alleged or actual infringement of intellectual property rights, illegal conduct, negligence, willful misconduct, or other breach of this Agreement.
14. **Governing Law**. Producer and Artist agree to the exclusive jurisdiction of any state or federal court located within the Commonwealth of Massachusetts. In the event of any dispute hereunder, the prevailing party shall be entitled to reasonable costs and fees incurred in prosecuting and/or settling such dispute, including reasonable attorneys' fees.

**IN WITNESS WHEREOF**, the parties have entered into this Musical Service Agreement as of the Effective Date first written above.

**PRODUCER:**

A.C'S MUSIC PRODUCTIONS L.L.C.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**By: Adam R. Clapper, Manager Date

**ARTIST:**

Group Name, if applicable: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**Signature Date

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Print Name

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_**Signature Date

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**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Print Name

**SCHEDULE A**

Booking

**Group Name or Primary Contact Person**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Performers who will be present in the Studio for the Booking:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Phone Number** | **Email** | **Role/Instrument** |
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**Studio Reservations:**

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| --- | --- | --- |
| Date and Time | Services | Fee |
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|  |  |  |
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**Deliverables:**

**SCHEDULE B**

**Current Producer/Studio Rates**

|  |  |
| --- | --- |
| **Services** | **Rates** |
| Tracking | $25 per hour / scheduled in 4-hour segments |
| Tracking & Mastering | $30 per hour / scheduled in 4-hour segments |
| Mixing & Mastering | $50 flat fee |
| Beats | $50 per non-exclusive license, $100 per exclusive license |
| Distribution | To be discussed on a case-by-case basis |